



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, MAY 11, 2021
6:00 P.M.**

**Council Chambers
202 N. State Route 89
Chino Valley, Arizona**

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation and update from Mackenzie Rodgers with Arizona Public Service (APS).
(Cindy Blackmore, Town Manager)

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Individuals who wish to speak, please state your first and last name and if you reside in Chino Valley Town Limits.

4. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.

- b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

- a. **p.5** Consideration and possible action to approve the Cooperative Purchasing Agreement with Play it Safe Playgrounds And Park Equipment, Inc. in the amount not to exceed \$174,413.78, to remove and replace the Community Center playground equipment. (Scott Bruner, Community Services Director)
- b. **p.43** Consideration and possible action to award a construction contract to Combs Construction Company, Inc. for the Rodeo Drive Improvement Project in the amount of \$1,580,910.10. (Steven Sullivan, Assistant Town Engineer)
- c. **p.45** Consideration and possible action to approve the Old Home Manor Integrated Water Master Plan (IWMP) and Old Home Manor 5-Year Capital Improvement Plan (CIP). (Steven Sullivan, Assistant Town Engineer)

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. **p.49** Consideration and possible action to approve the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officers Association. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officer's Association.

7. ADJOURNMENT

Dated this 6th day of May, 2021.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call

636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/agendacenter>, and in the Public Library and Town Clerk's Office.

Council meetings are live-streamed on Town of Chino Valley Facebook page, and Zoom.

Join Zoom Webinar: <https://us02web.zoom.us/j/81326335529>

Telephone: 877 853 5247 (toll free) or 888 788 0099 (toll free)

iPhone one-tap:US: +13462487799,,81326335529# or +16699009128,,81326335529#

Webinar ID: 813 2633 5529

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: _____ Time: _____ By: _____
Erin N. Deskins, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. a.

Meeting Date: 05/11/2021
Contact Person: Scott Bruner, Community Services Director
 Phone: 928-636-2687 x-1237
Department: Community Services
Estimated length of staff presentation: None
Physical location of item: Community Center Park

AGENDA ITEM TITLE:

Consideration and possible action to approve the Cooperative Purchasing Agreement with Play it Safe Playgrounds And Park Equipment, Inc. in the amount not to exceed \$174,413.78, to remove and replace the Community Center playground equipment. (Scott Bruner, Community Services Director)

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with Play it Safe Playgrounds And Park Equipment, Inc. in an amount not to exceed \$174,413.78.

SITUATION AND ANALYSIS:

The playground equipment at Community Center Park has been deemed a Priority One Public Safety Hazard. Priority One Safety Hazards include possible: Head Entrapment, Entanglement and Protrusion Hazards.

The equipment will be ordered and installation is anticipated after July 1, 2021. The amount is budgeted in the FY 2021/22 budget.

Other Pertinent Documents Available Upon Request:

Appendix 6b-1. A printed copy of the report is being provided to Council and pertinent staff separately. The report is available on the Town's Website at <http://www.chinoaz.net/AgendaCenter> with the May 11, 2021, Council Meeting Documents.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Playground Audit
Quote

Community Center Playground Assessment

1527 N Rd 1 East

Chino Valley, AZ

January 2021

By: Kelly Tolbert, CPSI

*This document is confidential and should not be shared with anyone other than the Owner or authorized representative



Need signs to include:

- Age appropriateness of play equipment
- Manufacturer's information
- Supervision recommended
- Warning to remove helmets, drawstrings, or accessories around the neck

ASTM 15.1

Priority 3 hazard possibility for priority 1 hazard

*Hazards ranked priority 1-5; 1 being life threatening 5 being compliant with industry standards

Surfacing

- Borders are railroad ties with no record of installation; could contain creosote which is hazardous to children.
- Sand is not recommended for impact attenuation (reducing impact from falls) or ADA friendly
- Drainage is poor

Recommendation: remove several inches of depth, top with certified Engineered Wood Fiber (EWF) chips minimum compacted depth of 9"

Replace railroad ties with plastic playground borders

Measurements: north facing =63.4" south facing 64" east 58.7" west 62.3"

Example:



Railroad Tie borders

Loose fill sand

ASTM F2223 & ASTM 1292

Priority 2 hazard

Head Entrapment Hazard



Completely bound opening fails the torso probe, meaning a child could become trapped feet first from an elevated platform. This is a priority one hazard and could result in death or serious injury.

ASTM 6.1.4.7

Priority 1 hazard

Entanglement Hazards

No portion of the closed end of an S-hook may project beyond the upper loop, and the lower loop cannot overlap the side body of the hook. Failed feeler gauge test.

ASTM 6.4.5

Priority 1 hazard



Protrusion Hazard— projections that can spike, pierce or stab a child, enter a eye socket, or bruise an internal organ.

ASTM A1.10, A1.11

Priority 1 hazard





Platforms over 30 inches a guard rail is needed for fall prevention children 5-12 years of age.
ASTM 7.5.5.1
Priority 2 hazard



Broken tube slide
Priority 3 hazard



Badly worn ring trek hardware— potential fall hazard from hardware failure.

Priority 2 hazard.

Recommendations once all non-compliant conditions have been corrected:

- Once all playground hazards have been identified and brought into compliance, your playground has attained its “standard of care”
- Having a site plan on file (from playground manufacturer) is helpful
- Implement routine inspections depending on frequency of use

Purpose of inspections to look for:

Wear

Vandalism

Breakage

Storm damage

Litter

Other environmental concerns

- Keep record of inspections
- Inspections should be comprehensive but concise

Benefits of good playground inspection and maintenance plan:

- Fewer playground injuries
- Standard of care established and maintained
- More effective resource utilization
- Staff that is informed and pro-active
- Well-maintained equipment and surfacing
- Better public image and relations
- Acceptable levels of risk exposure
- Defense against charges of negligence

Given the condition and number of hazards identified, complete replacement is likely the best route. Installing shade structure will keep surfaces cool and extend the life of the equipment and surfacing.

Recommended manufacturers: Landscape Structures (LSI), GameTime, and Dave Bang.

**Chino Valley Rec Center Playground
Town of Chino Valley**

April 07, 2021

Cyndi Thomas
Town of Chino Valley
1021 W. Butterfield Rd.
Chino Valley, AZ 86323

Dear Cyndi Thomas:

Play It Safe Playgrounds is delighted to provide Town of Chino Valley with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Play It Safe Playgrounds is confident that this proposal will satisfy Town of Chino Valley's functional, environmental, and safety requirements - and most importantly, bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible. We look forward to continuing to develop a long-standing relationship with Town of Chino Valley. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Jim Ashe
Play It Safe Playgrounds
7931 E Pecos #160
Mesa, AZ 85212





7931 E Pecos Rd #160
Mesa, AZ 85212
ph 480-347-8486 fax 480-783-2427
AZ ROC #294843 / NV Lic #0082749

Estimate

Date	Estimate #
4/14/2021	10846

Customer Information:		Ship To	
Town of Chino Valley Cyndi Thomas 928-696-9114 1021 W Butterfield Rd Chino Valley, AZ 86323		Community Center 1615 N Road 1 East Chino Valley, AZ 86323	
Contact	Terms		Lead Time
JA	Mohave 19O-PLAY-0221		10-14 weeks
Qty	U/M	Description	Total
1	lump s...	SITE PREP	
1	lump s...	Private utility locating	650.00T
1	lump s...	Remove and dispose of existing 2-5 playstructure, 5-12 playstructure, 2-bay swing set and 4-bay swing set	5,550.00T
1	lump s...	Excavation labor	20,300.00T
		- Labor to remove and relocate existing 7" sand in play pit to area around new border	
		- Labor to excavate down 5 additional inches of depth to create 12" depth in 64' x 67' play pit	
		- Labor to remove and relocate existing 2" sand in swing pit to area around new border	
		- Labor to excavate down 10 additional inches of depth to create 12" depth in 40' x 36' swing pit	
152	lin ft	Provide and install concrete curbing for swing pit	26.83T
1	ea	EQUIPMENT AND SURFACING	
		Burke #116-138823-1, Nucleus custom playstructure with integrated shade designed for ages 5-12, Synergy custom playstructure with integrated shade designed for ages 2-5 and 2-bay swing set with (2) belt swings and (2) bucket swings	98,835.00T

Thank you for your business!

Valid for 30 days. Playstructure install includes private utility locating unless specified. Changes to scope, rock, poor soil conditions, water in excavation, unforeseen conditions may incur added charges. Not responsible for site vandalism. No hard dig (not excavatable with std Bobcat mounted hydraulic auger). Area assumed easily accessible by vehicle & equipment. Off-loading included if delivery coordinated with installation. Items not included unless specified: excavation, site prep, grading, levelling, removal, relocation/repair to existing utility/sprinkler lines, temp fencing, formed concrete, spoils removal from site, site vandalism, sales tax, bonds, permits, permit submittal, permit costs including architect site plans. 3.5% fee may be added if paid by P-card or credit card. Work may be done by Flexground AZROC #288687 / 283192, Flexground NV #0076764 / 0077757, Stafford Ind. AZROC #220813 and Premier Construction, AZROC #201405 / 252011 NV #85971 / 86185

Total

Customer acceptance signature



Estimate

Date	Estimate #
4/14/2021	10846

7931 E Pecos Rd #160
Mesa, AZ 85212
ph 480-347-8486 fax 480-783-2427
AZ ROC #294843 / NV Lic #0082749

Customer Information:		Ship To		
Town of Chino Valley Cyndi Thomas 928-696-9114 1021 W Butterfield Rd Chino Valley, AZ 86323		Community Center 1615 N Road 1 East Chino Valley, AZ 86323		
Contact	Terms		FOB	Lead Time
JA	Mohave 19O-PLAY-0221		Chino Valley	10-14 weeks
Qty	U/M	Description	Unit Price	Total
1	lump s...	- FREE Burke maintenance kit included! - Burke non-prorated Generations Warranty included! - Play It Safe FREE Supplemental Warranty included! - Free 6-month and 12-month follow up inspection included!		
300	cu. yds	Mohave discount on Burke components	-18.00%	-17,790.30
		Freight for Burke playstructures	7,125.00	7,125.00T
		ADA compliant wood fiber surfacing	18.42	5,526.00T
		Mohave discount on wood fiber	-5.00%	-276.30
1	lump s...	Freight for wood fiber	3,272.16	3,272.16T
1	lump s...	INSTALLATION		
		Install Burke #116-138823-1 with (2) playstructures and 2-bay swings	26,750.00	26,750.00T
1	lump s...	Install 300 cu. yds. of wood fiber	6,300.00	6,300.00T
4		Trip Charges	775.00	3,100.00T

Thank you for your business!

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Total

Customer acceptance signature



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Town of Chino Valley Cyndi Thomas 928-696-9114 1021 W Butterfield Rd Chino Valley, AZ 86323		Community Center 1615 N Road 1 East Chino Valley, AZ 86323	
Contact	Terms		Lead Time
JA	Mohave 19O-PLAY-0221		Chino Valley
Qty	U/M	Description	Total
		** Pricing assumes sand is at 7" and 2" depth - additional charges may apply if deeper than first assessment ** Wood fiber freight pricing assumes 100 cu. yds. per truckload - freight may be adjusted if additional trucks are needed due to volume weight due from damp wood fiber in wetter months ** Temporary fencing not included - customer assumes responsibility for all damages to equipment and/or injuries that may occur to non-Play It Safe staff members parties during installation resulting from a lack of site protection Chino Valley/Yavapai Contractors Sales Tax	10,994.06

Thank you for your business!

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Total \$174,413.78

Customer acceptance signature



COLOR KEY

- AQUA
- LEMON
- PURPLE
- PURPLE/GRAY



2313 EQ-T-

DECEMBER

2000

PICTURE SIZE

21. 58. 7. 0

THE 12 DESIGNERS

BOOK REVIEW

BOOK REVIEW

5 YEAR OLDS

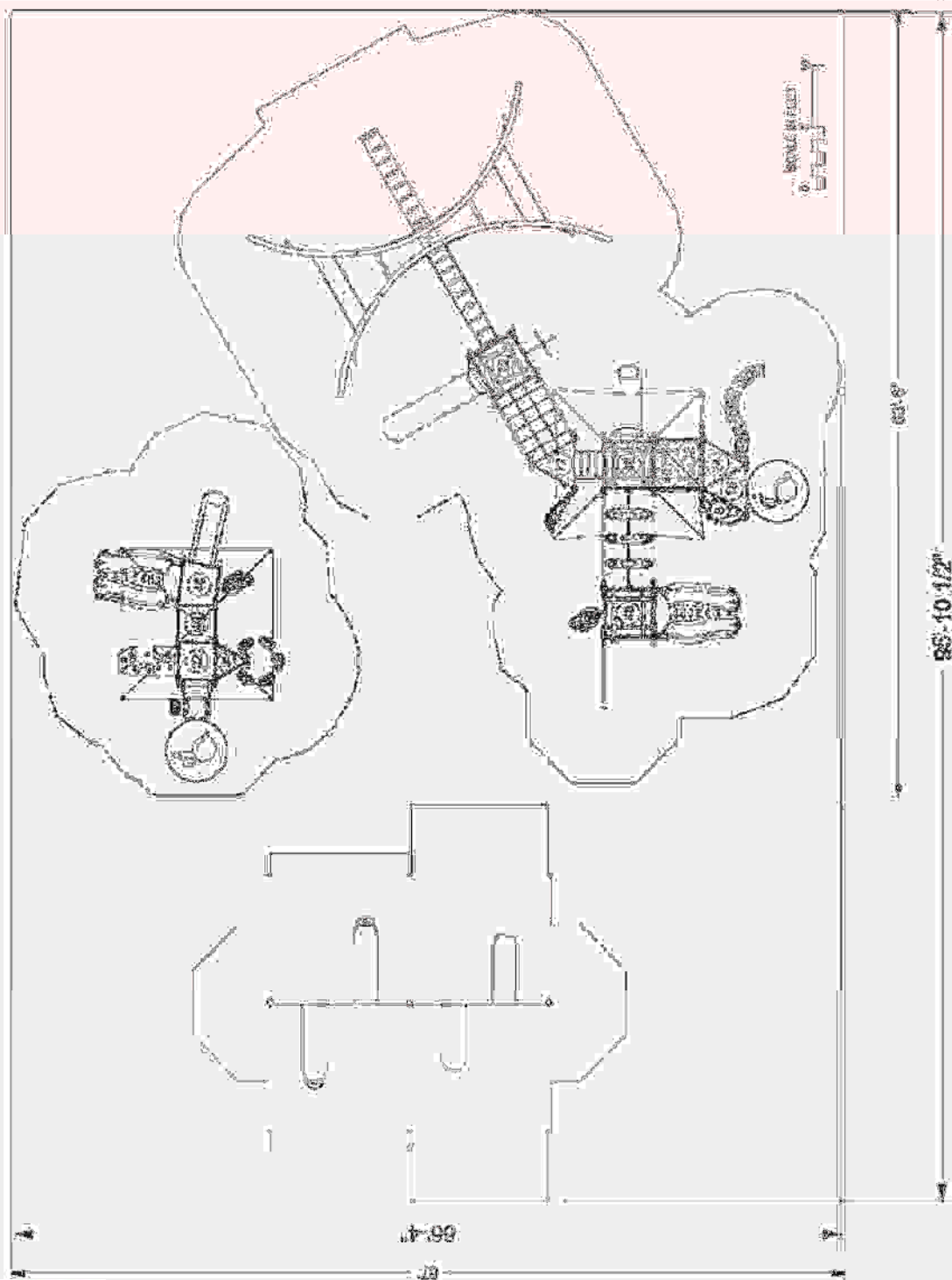
12 YEAR OLDS



STANLEY WOOD, 65, a retired electrical engineer, says he has been in the business of buying and selling cars for 25 years. He says he has never had a problem with any of his customers, and he has never had a problem with any of his suppliers.

1. The first step is to identify the problem. In this case, the problem is that the user is unable to access the internet.

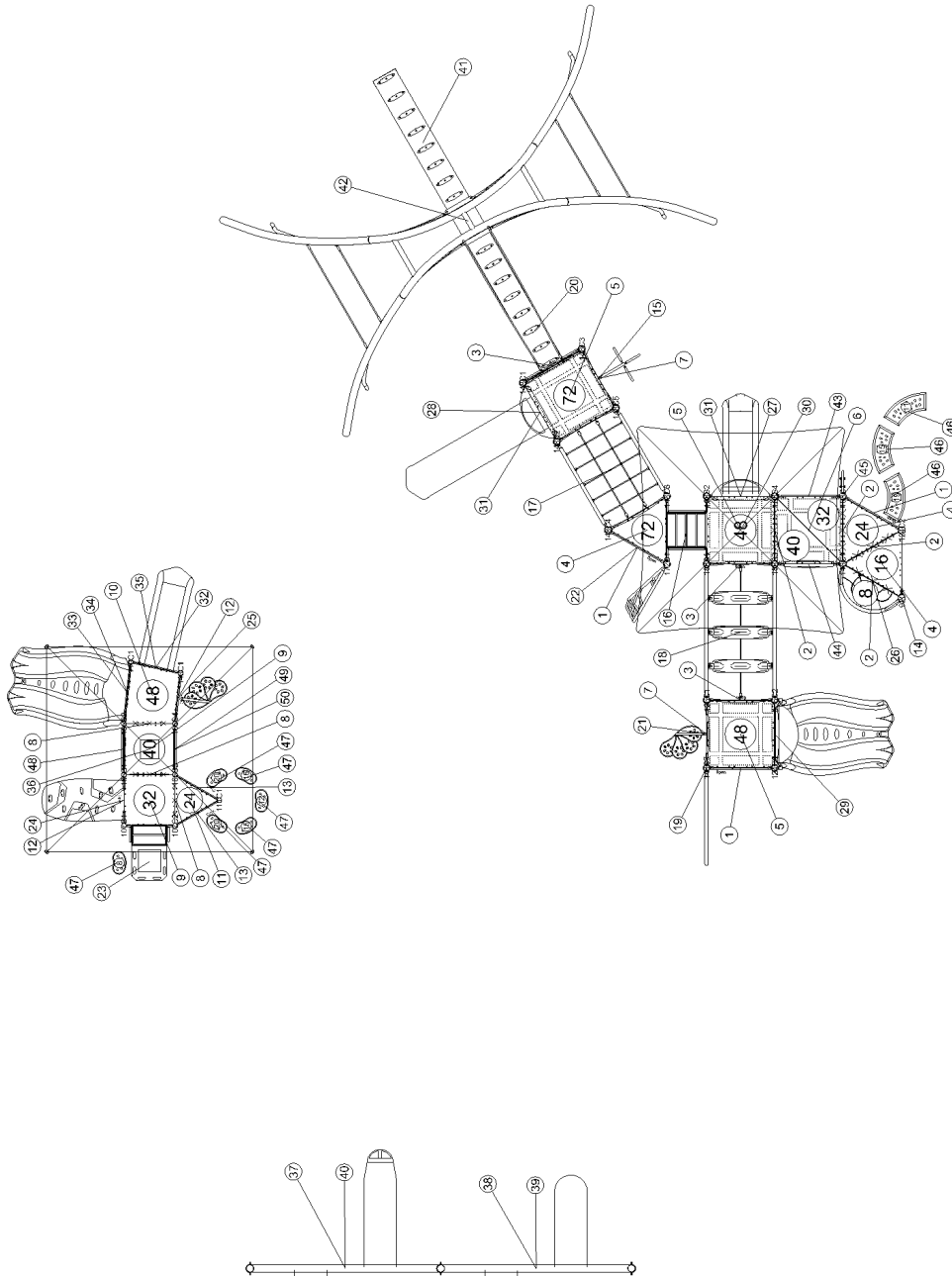
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THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
1054 FIFTH AVENUE
NEW YORK, N.Y. 10028-1597

[illegible]

ITEM	COMP.	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0009	8" CLOSURE PLATE, ELLIPSE
3	270-0112	UNITARY ENCLOSURE
4	270-0129	TRIANGLE PLATFORM
5	270-0130	SQUARE PLATFORM
6	270-0136	SPLIT SQUARE PLATFORM
7	270-0286	NUCLEUS STANCHION
8	290-0101	8" CLOSURE PLATE
9	290-0102	SQUARE PLATFORM
10	290-0103	TRAPEZOID PLATFORM
11	290-0106	TRIANGLE PLATFORM
12	290-0110	CLIMBER ENCLOSURE
13	290-0112	OFFSET ENCLOSURE 2-5
14	370-0016	GRAB BAR ASSEMBLY
15	370-0093	LINKING RING CLIMBER 56"-72"
16	370-0467	24" TRANSITION STAIR W/BARR
17	370-0551	ARCHED ROPE CLIMBER
18	370-0801	TRIGON ARCH LINK, 8'-48"
19	370-0810	POWER PEAK W/ PANELS
20	370-1634	LEVEL X LINK
21	370-1671	PETAL STEP CLIMBER 40"-48"
22	370-1695	VIA CLIMBER 64"-72"
23	390-0150	TRANSFER STATION, BARRIER S
24	390-0223	ASCEND ROCK CLIMBER 32"-40"
25	390-0282	PETAL STEP CLIMBER 40"-48"
26	470-0075	CRESCENT PLATFORM
27	470-0659	ROCK N ROLL SLIDE, 40' - 48" W
28	470-0754	VELO SLIDE 64"-72", W/O HOOD
29	470-0755	LUGE SLIDE, 48"-56"
30	470-0776	EZ TENSION 12' X 12' SHADEPLA
31	470-0804	SLIDE HOOD, LOW SIDE WALL
32	490-0132	ROCK N ROLL SLIDE, 40'-48"
33	490-0137	LUGE SLIDE 48"-56"
34	490-0138	DOUBLE SLIDE SIT DOWN BAR
35	490-0141	SLIDE SIT DOWN BAR
36	490-0195	12' X 12' SHADEPLAY CANOPY
37	550-0100	TOT SEAT, 7' & 8' PAIR, STD CH
38	550-0112	BELT SEAT, 8' PAIR, STD CHAIN
39	550-0201	SINGLE POST SWING ASSEMBLY
40	550-0202	SINGLE POST SWING ADD-ON 5'
41	560-2605	LEVEL X GROUND LINK
42	560-2613	LEVEL X ALLY CENTER
43	570-1858	3-IN-A-ROW PANEL, ABOVE PLAT
44	570-2701	COLLISION PANEL, ABOVE PLAT
45	570-2707	RAIN CRESCENT PANEL
46	580-1312	NOVO ARC BENCH
47	580-1364	LIL NOVO BEAN STEP
48	590-0092	SPROCKET PANEL, ABOVE PLAT
49	590-0093	MAZE ACCESSIBLE REACH PAN
50	590-0156	ACORN PANEL, 2-SIDED 2-5 ABC



Burke

April 07, 2021

SERIES: Basics, Nucleus, Synergy

Chino Valley Rec Center Playground

Play It Safe Playgrounds

COMPONENT PLAN

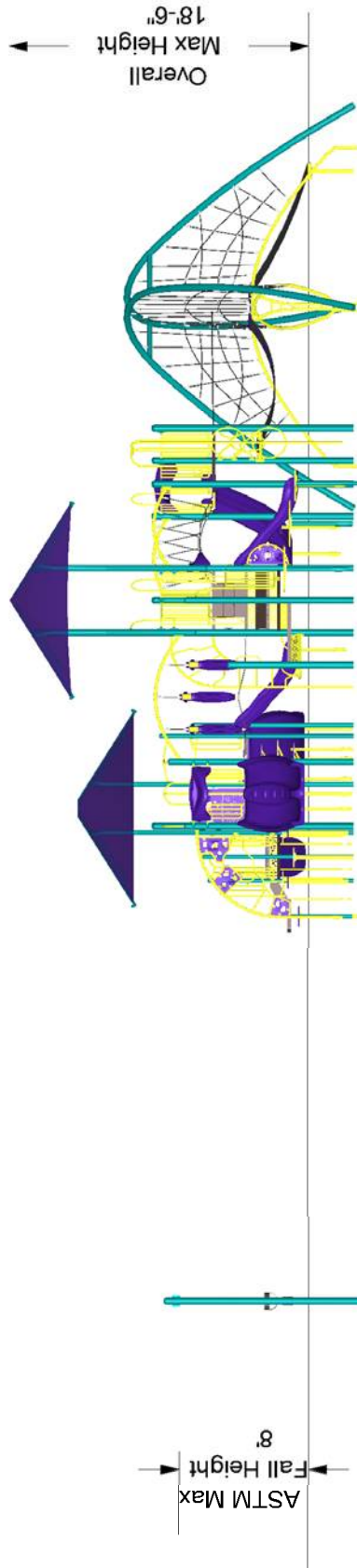
1615 N. Road 1

116-138823-1

DRAWN BY: Maggie Colton

Chino Valley, AZ 86323

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



The protective surfacing for this design must accommodate the critical fall height.



April 07, 2021

SERIES: Basics, Nucleus, Synergy

Chino Valley Rec Center Playground

Play It Safe Playgrounds

ELEVATION PLAN

1615 N. Road 1

116-138823-1

DRAWN BY: Maggie Colton

Chino Valley, AZ 86323

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

DESIGN SUMMARY

Play It Safe Playgrounds is very pleased to present this proposal for consideration for the Chino Valley Rec Center Playground located in Chino Valley. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Town of Chino Valley. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Chino Valley Rec Center Playground
- Project Number: 116-138823-1
- User Capacity: 165
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 66' 4" x 95' 11"
- Designer Name: Maggie Colton

Play It Safe Playgrounds has developed a custom playground configuration based on the requirements as they have been presented for the Chino Valley Rec Center Playground playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 116-138823-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Chino Valley Rec Center Playground playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



FEATURED PLAY EVENTS



Luge™ Slide

With the Luge Slide, kids can race each other down while developing social skills and increasing coordination.



Trigon Arch (Deck-to-Deck)

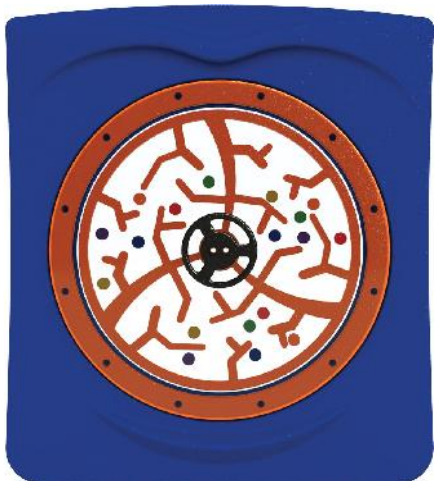
Wiggle your way through a triangular suspended path with Burke's Trigon climber. This play event allows children to socialize and play together while improving their upper body strength and coordination.



Arched Rope Climber

This exciting rope climber challenges children to move, climb and have fun while building strength, balance and coordination.

FEATURED PLAY EVENTS



COLLISION PANEL

Interact with Burke's Collision Panel to encourage exploration, interaction and develop fine-motor skills for children with all abilities.



12' X 12' SHADEPLAY CANOPY

ShadePlay Canopies can reduce playground temperature by up to 30 degrees and block up to 90 percent of harmful UV radiation.



Level X Ally

Sculptural, artistic and full of adventure, the Level X Play System brings a climbing, sensory and tactile experience to children of all abilities.



Novo® Arc Benches

Novo Playful Furniture combines form and function to create fun and creative site amenities that can be seamlessly integrated into play areas or used as part of an outdoor classroom.

Play It Safe Playgrounds Value Proposition

Confidence in Quality - Commitment to Community



Burke Generations Warranty

Non pro-rated!

Definition: Warranted part arrives with new warranty period on that part

Example: Slide failure in year 12 of 15-year warranty

New slide arrives with new 15-year warranty, no charge, no freight

Benefit: Long-term cost containment on parts

Philosophy: Confidence in Quality, Commitment to Service



Play It Safe Supplemental Warranty

Definition: Free installation of warranted parts within the first five years

Example: Tree Climber failure year 4 of 15-year warranty:

New Tree Climber arrives with new 15-year warranty, no charge, no freight, no installation costs

Benefit: Near-term cost containment on installation of warranted parts

Philosophy: Confidence in Quality, Commitment to Community

Play It Safe Free Inspections

Definition: Two free inspections:

6 months and 12 months from playground completion

Scheduled at playground completion

Documented to customer after completion with recommendations

Benefit: Support to maintenance staff and administration

Philosophy: Confidence in Community, Commitment to Safety

Play It Safe Playgrounds Supplemental Warranty

Date



Play It Safe Playgrounds Representative

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2020

PLAY THAT MOVES YOU®

Creating Play That Moves You requires dedication, research and a fierce passion for bringing a higher level of play to communities. The results are more than worth the effort. Products such as Novo® Playful Furniture and Taktiks® move us to design the best play environments for all. Taking play interaction to the next level is the Konnection™ Swing. There isn't a better way to connect on the playground - whether it's an adult and a child or two kids. The fusion of traditional and active-based play lays the foundation for an environment where everyone can develop physically, emotionally, socially and cognitively through play. It fosters opportunities for the types of experiences that bring communities together and move us in so many ways. Join Our Movement and see how you can bring a higher level of play to your community!

GET MOVING!

Burke's unique fitness offerings keep people of all ages moving! Our Intensity® and Nucleus® playgrounds feature a fusion of traditional and fitness-based play that engages children to move like never before. The ELEVATE® Fitness Course features challenging obstacles designed for healthy competition and fun for ages 5-12 or 13 plus. Our variety of fitness play options ensures everyone has the opportunity to reap the benefits of movement at any age and skill level.

MOVE YOUR MIND

Extensive research suggests that play provides tremendous developmental benefits to children. In fact, it's been said that children learn through play - it helps their brains and bodies develop. There's no such thing as too much of a good thing when it comes to play!

INTERACTIONS THAT MOVE US

Play brings communities together and strengthens families and friendships. Burke's playgrounds provide amazing opportunities for kids to develop socially from playing independently at a young age, transitioning to parallel play and learning how to cooperatively play together as their development continues.

MOTION THAT MOVES YOU

Movement is essential to life and to play. Motion play creates movement for children of all abilities and assists with many developmental areas, including increased spatial awareness, inner ear stimulation and balance. Motion can be soothing to children with sensory processing differences and offers an exciting activity for everyone to enjoy.

PLAY THAT MOVES DEVELOPMENT

Play is an important part of a child's emotional development and it is often through play that they learn necessary skills such as patience and empathy. Play also helps children learn how to express and manage their feelings, which is the grounds for much of a child's future success and well-being.



WORK THAT MOVES US

What we bring to work every day is more than just ourselves. Our ideas, craftsmanship and collaboration form our culture and help us bring a higher level of play to communities around the world.

HANDCRAFTED IN AMERICA'S HEARTLAND

Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. Yes, a real-live person will answer your call and help to direct you to the proper person. We have factory-direct customer service representatives that are available to answer questions, help with replacements parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

We as Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! We are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BURKE'S HISTORY

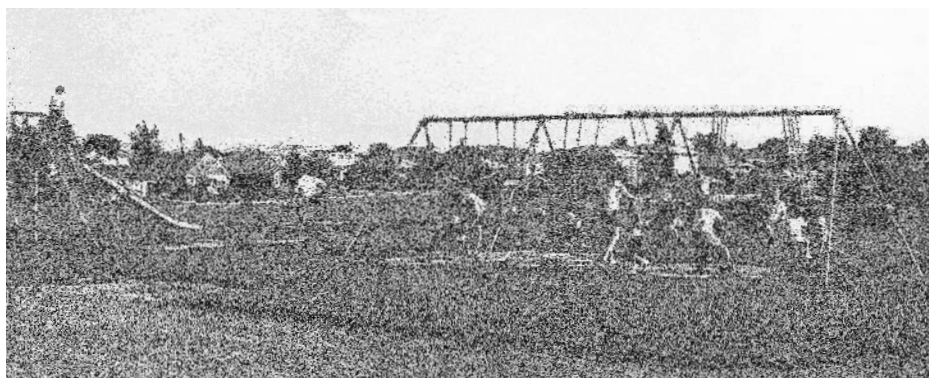
John Edward was a farmer in Fond du Lac, Wisconsin and farmed the land the Burke company headquarters stands on today. In 1920, he incorporated a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, Burke entered the playground industry! Soon playground products were the company's main focus and they introduced Swing King, a residential line of play equipment.

When World War II began, Burke, like many companies, changed their focus to the war effort. J. E. Burke, always an inventor, devised a self-contained ammunition cart that could be parachuted to army personnel. The Parachute, as it was suitably named, was also used to deliver food and medical supplies. The company's dedication earned special recognition, and in 1943, the J.E. Burke Company was awarded an Excellence in War Production citation. Over the next 40 years, the Burke family grew the business and began to add interesting color and material combinations. In 1972, Burke invented the original Funnel Ball® that became a staple on playgrounds across the country.

In the late 1990's, Greg Burke, grandson of founder J.E. Burke, determined it was time to find a successor to lead the business into the 21st Century. Tim Ahern became the president/CEO of Burke in 1997 and remained until 2015 when Incline Equity Partners invested in Burke and Michael Phelan became the new president/CEO.

Most recently, in May 2017, The Halifax Group joined Burke's management team as an investment partner to continue the company's growth plans. All design and manufacturing operations continue to be located in Fond du Lac, Wisconsin on the same plot of land where J.E. Burke founded the company nearly 100 years ago.

Burke remains committed to the original innovation, customer service and superior quality that sustained the company for generations. We are bringing play to the next level with our focus on "Play That Moves You" and innovating products that move all of us in so many ways.



BURKE BUILT® QUALITY



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BCIBURKE.COM

Burke
PLAY THAT MOVES YOU.

800.266.1250

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BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM: Nucleus® and Voltage® feature our Industry-leading KoreKconnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKconnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM: Intensity, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Little Buddies® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKconnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

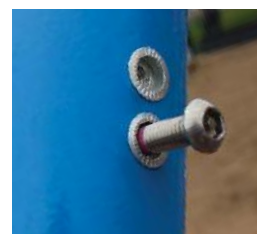
TAMPER-RESISTANT STAINLESS STEEL HARDWARE: All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-16: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-16 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.



FREE RESOURCES

NPPS SAFETY KIT

Burke truly gives you the most value for your money. As part of our Total Cost of Ownership Package, we offer value-added resources FREE with every playground structure purchase. The National Program for Playground Safety (NPPS) Playground Supervision Safety Kit helps supervisors and educators be prepared on the playground. Learn more at bciburke.com/safety.

CUSTOM MAINTENANCE KIT

To help maintain a safe, functioning playground we include a custom maintenance schedule, touch-up paint, graffiti remover and carrying case FREE with every playground structure purchase.

PLANNING & FUNDING TOOLS

We provide you with FREE tools to plan your playground from fundraising and design to installing a community build playground. At Burke, we understand the dedication and hard work it takes to raise the funds for playground equipment. That's why we created Funds for Fun, a direct donation fundraising program to help your organization raise the funds it needs for your new playground. We've also partnered with The School Funding Center to provide up-to-date grant information along with expert grant writing services. Learn more at bciburke.com/funding.



FREE FUNDRAISING TOOLS!



Burke PLAYGROUND SAFETY



The Customer Product Safety Commission (CPSC) created playground safety guidelines to help local communities, schools, day care centers and other groups build safe playgrounds. **The American Society for Testing and Materials (ASTM)** is an independent world renowned developer of technical standards utilized in testing products. ASTM and CPSC guidelines are built into our proprietary EZ Design program ensuring every Burke playground is designed to meet or exceed all their standards. To highlight our commitment to safety, BCI Burke is the only playground manufacturer to partner with the National Program for Playground Safety (NPPS) and provide a **FREE** Safe Playground Supervision Kit with each play system purchased.



BCI Burke Company, LLC, is a member in good standing of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven international trade organization which represents and promotes an open market for manufacturers of play equipment and surfacing.



In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, with TÜV America (TÜV), validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10 & 11; or both. The use of the corresponding logo in Burke's Catalog signifies that Burke has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard.

Check IPEMA website www.ipema.org to confirm product validation.



In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, with TÜV America (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment, and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for use as a Playground Safety Surface Under and Around Playground Equipment, Section 4.4, for testing Sieve Analysis and Section 4.6, for testing the presence of Tramp Metal. The use corresponding logo in Burke's Catalog signifies that Burke has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard.

Check IPEMA website www.ipema.org to confirm product validation, its thickness and critical height.

The space requirements shown in this publication are shown to ASTM Standards. Requirements for other standards may be different.



Burke SUSTAINABILITY

As we create new playgrounds for kids, we like to think we're helping get our children ready for the future. But it's also important to create a future that's ready for the kids. In other words, we have a critical role in ensuring that the world remains a safe and hospitable environment for generations to come. That's why Burke is committed to a wide range of initiatives to reduce our carbon footprint, save energy, recycle materials and continually reduce the environmental impact of our manufacturing processes.

ISO 14001:2015 Certified: It's one thing to say you're committed to environmentally sustainable operations. It's another to actually build strict environmental controls into your manufacturing processes. That's just what we at Burke have done, and it earned the ISO 14001:2015 certification.

PVC: All of our PVC is free of hazardous heavy metals such as lead. In addition, we have reduced the levels of phthalate plasticizers. Our PVC products comply fully with the industry-leading California standards.

Use of Recycled Materials: We carefully determine the material composition of our products to balance our responsibilities to a sustainable environment with our commitment to provide high-quality, safe, durable equipment. A typical Burke playground structure and its components has an average recycled content of approximately 35%. This is determined by reviewing the materials in the components.

Recycling: Burke on average recycles over 30 tons of HDPE (high-density polyethylene) and more than 60 tons of metal.

Energy: Burke has invested in energy efficient lighting that has reduced our total energy consumption by 16%. We are constantly assessing our energy use in our offices, manufacturing plant and transportation methods. With the Alliant Energy Second Nature™ Program, we are able to support further development of clean energy. We purchase 20% of our energy from wind and other renewable sources through this program. To green-up the additional 80% of our electricity usage, we've partnered with Greenlight Energy, which means 100% of our electricity comes from wind and other renewable sources.

U.S. Environmental Protection Agency Green Power:

We've also partnered with the EPA's Green Power program. Through this partnership, we meet specific goals for green energy use and report to the EPA on our usage each year. The program ties in with our focus to use and support the development of renewable energy.



**100% OF OUR
ELECTRICITY
COMES FROM
WIND AND OTHER
RENEWABLE
SOURCES.**



Burke SUSTAINABILITY

Type of Material	ESTIMATED AVERAGE RECYCLED CONTENT USED		
	Found in These Products	Pre-Consumer	Post-Consumer
Aluminum Posts & Extrusions	Structure Posts, Koaster Rails	75%	30%
Aluminum Castings	Post Caps, Clamps, Brackets	50%	30%
Cardboard	Shipping Containers	25%	35%
Packaging & Wrapping Scrim	Shipping Materials	30%	20%
Recycled Plastic Boards	Recycled Roofs, Benches	90%	95%
Recycled Plastic Boards	ClubHouse™ Panels, Roofs	75%	100%
Rotomold StoneBorder Plastics	StoneBorders	75%	100%
Stainless Steel	Brackets, Slides	40%	40%
Steel Sheet	Platforms, Steps, Brackets	30%	30%
Steel Tube	Posts, Climbers, Supports	50%	0%

BCI Burke actively maintains an environmental management system in compliance with the requirements of ISO 14001:2015 and adheres to the federal requirements of the EPA. All of the materials listed above constitute recyclable product, in areas where such recycling facilities exist. BCI Burke is committed to providing innovative and superior quality park, playground and recreation equipment to our customers by using materials and processes that minimize the creation of wastes and pollution. We will consistently examine our process and products to ensure the continual improvement of our Quality and Environmental Management Programs.



PURCHASING WITH OMNIA PARTNERS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

A playground purchase doesn't have to turn into a drawn-out process of writing specifications, issuing RFP's and jumping through bureaucratic hoops. Burke can help you cut through the red tape, thanks to the company's national cooperative award made available through the partnership with OMNIA Partners, Public Sector (Subsidiary National IPA). Burke is a provider for Playground Systems and Related Items.

OMNIA PARTNERS

"OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

PURCHASING THROUGH OMNIA PARTNERS

- You've met the necessary legal and competitive bidding requirements.
- Client partners pay no fees to use OMNIA Partners contracts.
- Your playground is backed by our exclusive Generations Warranty® the longest and strongest in the industry.
- Our ISO 9001:2015 certification confirms we are consistently ensuring high quality and exceptional customer service.
- You'll be doing business with a "green" company that holds the ISO 14001:2015 certification, reflecting a systematic program for achieving aggressive goals for recycling, use of recycled materials and renewable energy and environmentally sound manufacturing processes."

THE WAY IT WORKS

OMNIA Partners' mission is to help government and education entities operate efficiently and economically. Utilizing a contract, available through OMNIA Partners, means you deal directly with the vendor, as you would normally do if the contract was your own. We've made it easy to register, become a participant, and start saving today!

Follow these 4 easy steps to register today!

- Go to omniapartners.com/publicsector.
- Click the register button at the top right of the screen.
- Complete the requested information.
- Submit!

The easiest way to Join the Burke Movement is to call your local Representative at 800.266.1250. Our passion is bringing play to communities like yours and we can't wait to help you get started!

OMNIA[®]
P A R T N E R S



TESTIMONIALS

"Service, Safety, Quality. Three words I would use to describe the people, business model, and overall organizational standards that inspires the BCI Burke Company. Every organization has a unique set of challenges and goals when it comes to building an educational environment - and from our experience, BCI Burke came to the table ready to work with us as partners to meet those challenges and goals head on.

We chose to work with BCI Burke because we needed a reliable company that would be able to provide nothing less than the highest quality product with our own time limitations. As with most other businesses, we did not have the luxury of making an investment into a project of this magnitude and not feel 100% certain that we had gotten the very best of our dollar. We also had to assure our stakeholders that we would see that investment last the test of time.

BCI Burke offered us superb and consistent customer service, the ability to achieve our goal on a fast timetable, and the confidence that our playground is genuinely the very best in design and safety. This is something that we will showcase in our school for many years to come.

After working with the company, I know personally they are committed to go the extra mile to satisfy your needs. BCI Burke is a master in their field but also provide the customer with an intuitive understanding of service".

Angela H. Brunini
Principal
St. Anthony Catholic School

"I am writing to tell you how much I enjoyed and appreciated working with your local representative...Through the years, I have worked with a number of playground companies, but never with anyone with the professionalism, commitment and follow-through of (your Burke Rep). We are all so excited about our children having the opportunity to play on your wonderful equipment; of course, we want everything! We are so impressed with the many, many possible designs. Thank you for the quality of your equipment and your local representatives."

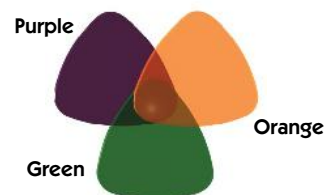
Nancy Emerson
Director
The Children's Center
Dallas , TX

COLORS THAT MOVE YOU

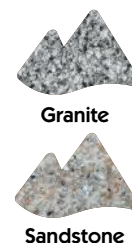
POWDER COAT PAINT



SOLIS HUE TOPPERS



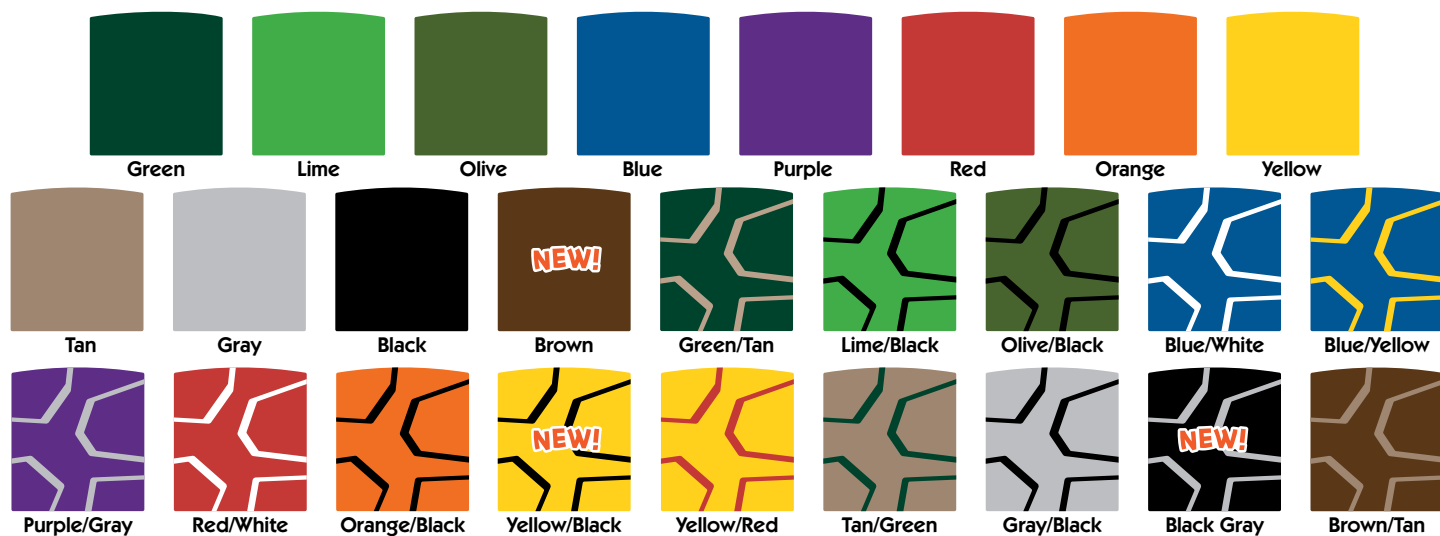
ROCKIT CLIMBERS



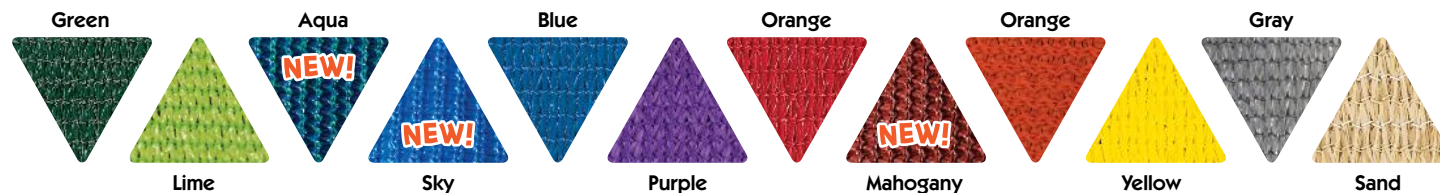
PLATFORMS



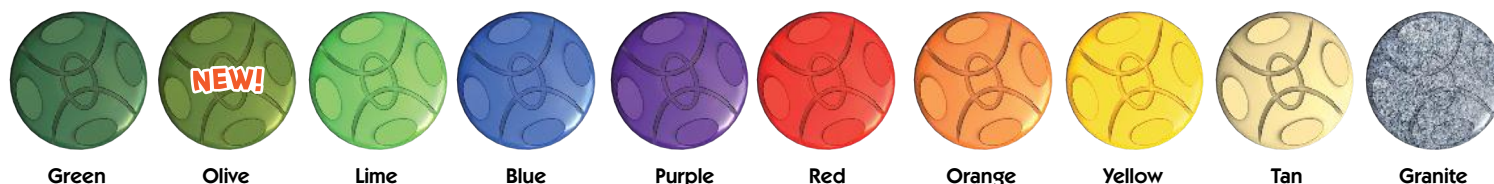
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLOR](https://bciburke.com/color) TO CUSTOMIZE YOUR PLAYGROUND COLORS!

[BCIBURKE.COM](https://bciburke.com)

Burke

800.266.1250

COLORS THAT MOVE YOU



Electric

Navy posts, granite plastic, blue shade, lime accessories & blue platforms



Bayside

Green posts, blue plastic, blue shade, aqua accessories & brown platforms



Daisy

Fuchsia posts, lime plastic, purple shade, lemon accessories & gray platforms



Aster

Aqua posts, purple plastic, purple shade, lemon accessories & brown platforms



Urban

Silver posts, red plastic, red shade, black accessories & brown platforms



Psychedelic

Navy posts, orange plastic, lime shade, lime accessories & brown platforms



Chameleon

Black posts, lime plastic, lime shade, aqua accessories & brown platforms



Freedom

Sky posts, red plastic, red shade, white accessories & brown platforms



Forest

Burgundy posts, green plastic, green shade, tan accessories & brown platforms



Retro

Charcoal posts, granite plastic, mahogany shade, redwood accessories & brown platforms



Enchanted

Brown posts, lime plastic, lime shade, tan accessories & brown platforms



Sunflower

Redwood posts, yellow plastic, yellow shade, olive accessories & brown platforms



Macaw

Aqua posts, yellow plastic, orange shade, lime accessories & gray platforms



Orchid

Lemon posts, purple plastic, lime shade, aqua accessories & brown platforms



Parrot

Sky posts, red plastic, red shade, lemon accessories & brown platforms



Seabreeze

Mint posts, granite plastic, aqua shade, aqua accessories & gray platforms

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. b.

Meeting Date: 05/11/2021
Contact Person: Steven Sullivan, Assistant Engineer
 Phone: 928-636-7140 x-1308
Department: Public Works
Estimated length of staff presentation: 5 minutes
Physical location of item: Rodeo Dr. between Jerome Jct. and 880' East

AGENDA ITEM TITLE:

Consideration and possible action to award a construction contract to Combs Construction Company, Inc. for the Rodeo Drive Improvement Project in the amount of \$1,580,910.10. (Steven Sullivan, Assistant Town Engineer)

RECOMMENDED ACTION:

Award a construction contract to Combs Construction Company, Inc. for the Rodeo Drive Improvement Project in the amount of \$1,580,910.10.

SITUATION AND ANALYSIS:

The Rodeo Drive Improvement Project consists of the construction of a new roadway segment of Rodeo Drive between Jerome Junction and approximately 880' east at Old Home Manor. Specific items of work include traffic control, removal of existing roadway section, regrading, installation of new water and sewer mains and services with appurtenances, storm drain inlets and piping including a 6 barrel 10' x 4' reinforced concrete box culvert, inlet and outlet wing walls, guardrail, and drainage channel grading, subgrade preparation, new 4 inches of asphalt over 9 inches of aggregate base, curb and gutter, sidewalk, accessibility ramps, striping and signage.

The Town's Engineering Division advertised the project on April 6th and six bids were received on April 27th as follows:

Combs Construction Company, Inc. Glendale, AZ	\$1,580,910.10
Fann Contracting, Inc. Prescott, AZ	\$1,677,722.00
Arrow Indian Contractors, Inc. Tempe, AZ	\$1,678,553.00
Vastco, Inc. Chino Valley, AZ	\$1,723,000.00
Earth Resources Corporation Prescott Valley, AZ	\$1,773,385.00

DBA Construction, Inc.
Phoenix, AZ

\$2,510,043.00

Other Pertinent Documents Available Upon Request:

Appendix 6b-1. The complete construction contract with Combs Construction Company, Inc. may be viewed online at <http://www.chinoaz.net/AgendaCenter> with the May 11, 2021, Council Meeting Documents.

Fiscal Impact

Fiscal Impact?: 1580910.10

If Yes, Budget Code:

Available: 1580910.10

Funding Source:

The project will be accounted for in the General Fund Capital Improvement Fund.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. c.

Meeting Date: 05/11/2021
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Estimated length of staff presentation: 15 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Old Home Manor Integrated Water Master Plan (IWMP) and Old Home Manor 5-Year Capital Improvement Plan (CIP). (Steven Sullivan, Assistant Town Engineer)

RECOMMENDED ACTION:

Approve the Old Home Manor Integrated Water Master Plan (IWMP) and Old Home Manor 5-Year Capital Improvement Plan (CIP).

SITUATION AND ANALYSIS:

With development interest at Old Home Manor, the development of a business park zoning for 200 acres within Old Home Manor, and the development of a strategic plan for Old Home Manor it was determined that an integrated water master plan and capital improvement plan were needed to examine how to best extend utilities throughout Old Home Manor and what those costs would be in the short and medium time horizons. An integrated water master plan examines the water resources, water system, waste water system and reclaimed water system improvements needed for successful expansion for these utilities. The Water & Utilities Subcommittee was consulted on several occasions and was the entire Town Council in moving forward with an integrated water master plan (IWMP) and capital improvement plan (CIP) for Old Home Manor. In December of 2019 the Town Council approved and awarded the IWMP and CIP contract to Civiltec Engineering. During the creation of the IWMP and CIP there were Several Water & Utility Subcommittee Workshops as well as a full Council Study Session to review all the findings and facts of the IWMP and CIP of which incorporated both staff and Council suggestions, ideas, and concepts.

The IWMP and CIP ensure the successful understanding of what utilities will be required to build and when they should be built to maximize the utility services and benefits of Old Home Manor for successful development and return of the investments to the Town. The IWMP and CIP will also ensure that what is built within Old Home Manor will be able to serve beyond its boundaries with future utility expansions and improvements and will not be undersized but integrated into a Town-wide utility system. This is anticipated to be the first phase of an IWMP and CIP for the Town with the understanding that future phases of these detailed planning documents are required

throughout the community to thoroughly understand utility specifications for a successful partnership between the Town and future developments. Also, utility improvements completed within and for Old Home Manor will not only benefit Old Home Manor but improve the entire utility system by adding required robustness, reliability, and redundancy to the Town's utility systems ensuring higher reliability, disaster preparedness, and emergency response that will increase the Town's level of utility service and confidence.

Civiltec has completed an exhaustive evaluation of the Town's water resources, water system, wastewater system, and reclaimed water system and compiled their findings into four master plans Aggregated into one engineering reference document. They have also completed a thorough investigation of landscaping designs at Old Home Manor to minimize outdoor water consumption within Old Home Manor through proven design concepts that can be incorporated into Town ordinances. Lastly they have developed a 5-year capital improvement plan that looks at the needed utility improvements from year to year and determined lands that will be benefited by these improvements, what is needed to be constructed, and the estimated costs associated with each improvement. The CIP will allow the Town to better program its capital improvement budgets for the development at Old Home Manor from year to year and look at the benefits and the optimal return on its investments.

Other Pertinent Documents Available Upon Request:

Appendix 5c-1. A printed copy of the report is being provided to Council and pertinent staff separately. The report is available on the Town's website at <http://www.chinoaz.net/AgendaCenter> with the May 11, 2021, Council Meeting Documents.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Attachments

IWMP Brochure



MATRIXNEWORLD
Sketch | Landscape Architecture Studio



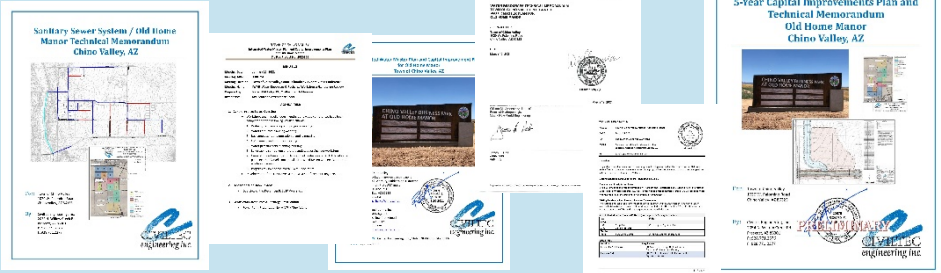
LANDSCAPE REQUIREMENTS

- ✦ Low Water Use Plantings
- ✦ Rainwater Harvesting for Irrigation from Buildings and Site Development
- ✦ Draft Landscape Ordinances Prepared
- ✦ RV Park Concept Plan



REPORTS AND TECHNICAL MEMORANDUMS

- The IWMP Master Plan Report & Capital Improvements Plan included the Preparation of Multiple Technical Memorandums, Meetings, Presentations and the Capital Improvements Plan. Report Components included:
 - Water System Technical Memorandum
 - Sewer System Technical Memorandum
 - Water Resources & Recharge Technical Memorandum
 - Landscape Technical Memorandum
 - Integration Technical Memorandum
 - 5-Yr Capital Improvements Plan and Technical Memorandum



TOWN OF CHINO VALLEY IWMP FOR OLD HOME MANOR
MAY 3, 2021

SUMMARY OF FINDINGS & RECOMMENDATIONS

- ✓ The IWMP lays out a Groundwork for Developing the Old Home Manor Business Park and Public Lands Areas.
- ✓ For Development to Occur, the backbone Roadway and Utility Infrastructure Needs to be Created.
- ✓ There are Sufficient Water Resources and Rapid Infiltration (Recharge) Bains available to accommodate the 15-Yr Planning Horizon.
- ✓ Low Use Landscaping and Rainwater Harvesting should be Implemented to reduce the Dependence on Groundwater Resources for Irrigation Use.
- ✓ Improvements will be Required to the Regional Sewer Lift Station in Santa Cruz Wash as well as at the WWTP over the 15-Yr Planning Horizon.
- ✓ A new High-Production Well is needed in the Near Term to Provide a Redundant Potable Water backup supply to the Town's Community Water System
- ✓ The 1st Phase of the Roadway and Utility Infrastructure Development on Rodeo Drive is being constructed in May of 2021



TOWN OF CHINO VALLEY, ARIZONA

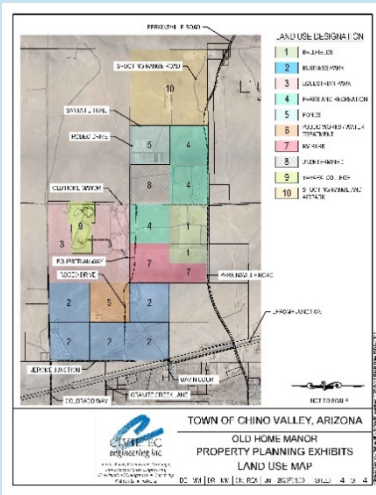
OLD HOME MANOR INTEGRATED WATER MASTER PLAN & CAPITAL IMPROVEMENT PLAN

THE MASTER PLAN WAS PREPARED TO IDENTIFY THE RESOURCES AND INFRASTRUCTURE NEEDS REQUIRED FOR THE DEVELOPMENT OF THE OLD HOME MANOR PROPERTY

- Planning for Development
- Integration of Water Resources Into the Town Wide Systems
- 5-yr Capital Improvements Plan
- Landscape Requirements
- Reports & Technical Memorandums
- Water & Sewer Modeling

OLD HOME MANOR AREA CURRENT CONDITIONS

- 842 Acres of Town Owned Property Zoned Business Park (200 Acres) and Public Land (642 Acres)
- Development Area is Mostly Vacant
- Current Parcel Development includes the Town Wastewater Treatment Plant, Equestrian Center, Model Airpark, Shooting Range, Rapid Infiltration (Recharge) Basins, Park Facilities and Yavapai College Extension
- Very Little Utility Infrastructure – Cannot Currently Support Old Home Manor Planned Growth
- Limited Roadway Circulation
- Undefined Drainage System
- 12" Water and Sewer Mains in Jerome Junction



ACTIVITIES AND KEY FINDINGS

PLANNING FOR DEVELOPMENT

- 15-Yr Planned Overall Site Planning Horizon (2035)
- 5-Yr Initial Capital Improvements Plan Created for Roadways, Water and Sewer Improvements Planned through 2025
- Town 2% Population Growth Rate, 3% Used for Utilities
- Business Park Projected 5-Yr Buildout
- Water Resources and Availability Identified, Additional Wells Required, Create Storage and Pressure Zones for Full Development
- Town-Wide Water and Sewer Utility Improvements Planning for the Town's Community Water System
- Town to be Classified as a Large Municipal Provider for Water in 2021 Already Planning for Increased Administration

SYSTEMS INTEGRATION

- ADWR Groundwater Availability, Water Rights, Town Water Supply, Sufficient for Buildout
- Additional Well Required for Redundancy for Town Production Facilities at Bright Star
- Recharge Water Rapid Infiltration Basins for WWTP Class A+ Effluent, Constructed for Buildout
- Peavine Trail 18" Waterline to be Incorporated into 5-Yr CIP Plan
- Upgrades to WWTP and Regional Sewage Lift Station programmed through 15-Year Planning Horizon
- 12" Water and Sewer Lines Primary Distribution and Collection System Identified for Phased Improvements

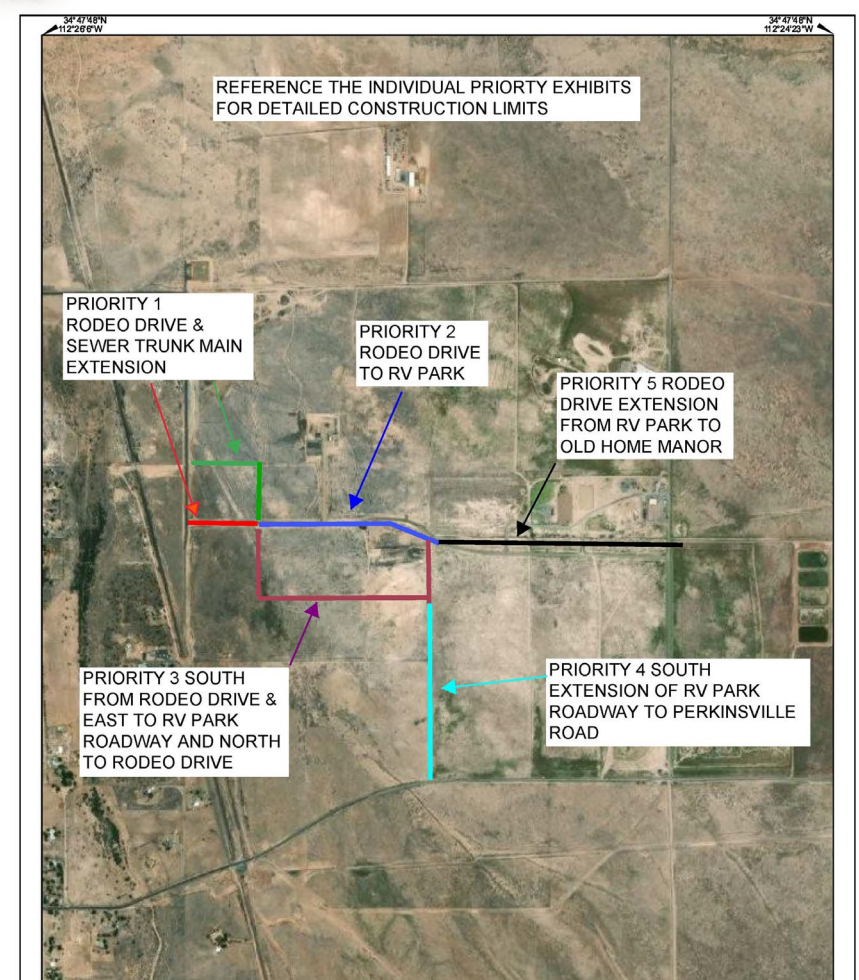
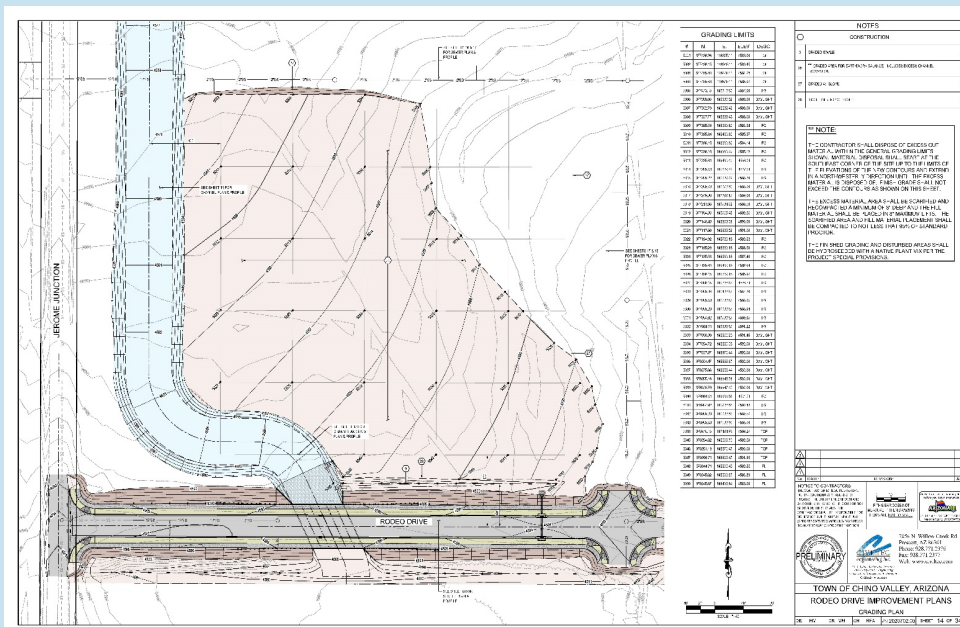


INITIAL 5-YR CIP - SOUTH PORTION OF BUSINESS PARK, RV PARK AND PERKINSVILLE ROADWAY LOOP



5-YR CAPITAL IMPROVEMENTS PLAN

- ❖ Initial Development Area includes southern portion of the Business Park along Rodeo Drive
- ❖ Phase 1 Rodeo Drive Construction programmed in May-September 2021 with 12" Water and 12" Sewer Mains Initial Infrastructure
- ❖ Remaining Construction Phases Pending Available Funding
- ❖ Peavine Trail 18" Waterline Programmed for Design in 2021 and Construction in 2022



5-YEAR CIP OVERALL PHASING EXHIBIT OLD HOME MANOR DEVELOPMENT AREA



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 05/11/2021
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Estimated length of staff presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officers Association. (Laura Kyriakakis, Human Resources Director)

RECOMMENDED ACTION:

Approve the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officer's Association.

SITUATION AND ANALYSIS:

The Chino Valley Police Officer's Association (CVPOA) per Town Code, has the right to meet and confer with Town Management, and submit a proposal to same relating to wages, benefits, safety regulations, and other working conditions by January 15th of each year. The proposal has been received and the meet and confer process has occurred. Chino Valley Town Code, Chapter 33, §33.07(C)(5) states that each year, all areas of agreement, as well as those areas in dispute, shall be submitted by the Town Manager (or designee) to the Mayor and Council for consideration. The Mayor and Council may accept, reject, or modify the areas in the agreement. The Mayor and Council may also take whatever actions they feel appropriate with regard to those areas in dispute. Final action by the Mayor and Council shall constitute the Memorandum of Understanding (MOU) for the following fiscal year. The proposal submitted for this year had two areas for consideration. Town Management feels it can honor both on a Town-wide employee level, as outlined in the attached memo to the CVPOA. Attached you will also find the recommended Amendments for the CVPOA MOU and Town of Chino Valley Personnel Policy and Administrative Guideline Manual Policy #1120 Standby Compensation Policy for Non-Exempt Employees.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

If approved the amounts will be adjusted in next years budget

Attachments

CVPOA MOU Response

CVPOA MOU 5th Amendment

Standby Policy - Redline



Human Resources
1020 Palomino Rd.
Chino Valley, AZ 86323

928-636-2646

928-636-9129

humanresources@chinoaz.net
www.chinoaz.net

March 18, 2021

Steven J. Sellers, President
Chino Valley Police Officers' Association
1950 Voss Dr.
Chino Valley, AZ 86323

RE: Chino Valley Police Officers' Association (CVPOA) Memorandum of Understanding (MOU) Proposal

Dear Steven,

We are in receipt of the letter from the CVPOA, dated February 4, 2021, which was received by the Town Manager on February 17, 2020. The requested MOU changes outlined in the letter on behalf of the CVPOA, and corresponding responses from the Town of Chino Valley, are outlined below:

REQUEST #1:

Performance Increases for employees who are currently at or above the established maximum of their salary.

Currently every year employees undergo a yearly evaluation and are scored according to their working performance during the previous year. Once the evaluation is complete, an employee is given an employee performance matrix rating between 0 and 5. Depending on the performance matrix number that is given to an employee by their supervisor, the town rewards the employee a certain percentage merit increase to raise that employee's salary. This matrix score number is based on evaluating specific areas as to how the employee performed during the previous year. In the case of an employee who has reached their highest allowable salary for their position the Chino Valley Police Department, that employee does not get a merit increase because they are topped out in their current position. In the case of the Chino Valley Police Department, promotions are not always a possibility for these employees as positions are not always open or available to increase their salary. This was recently brought to the attention of the CVPOA and we believe this will have one of two results:

A. Employees will have lack luster performance due to the lack of a possibility of a merit increase.

B. Employees may resign and go to other agencies for more opportunities or pay.



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Chino Valley is a smaller town and is expected to grow in the future. I believe to do this we need the best employees working for the town to make it successful. Retaining good employees should be a goal in every town's agenda including the Town of Chino Valley.

CVPOA recommend that those Chino Valley Police Department Employees, who receive evaluations that are above average, should receive a merit increase as a one-time percentage lump sum annually based on their current pay scale. This would give those employees the incentive to go beyond their normal duties to improve themselves, therefore improving the town. Since it is a lump sum payment based on their current salary, it would not go up from year to year unless they promote and in that case would put them into a higher pay scale. This would allow an officer who would not normally receive a merit increase due to being topped out, still be motivated to perform to the level of receiving the one time "bonus" each year at evaluation time.

As an example: A topped out police officer who makes \$64,506.00 annually and receives an overall evaluation performance matrix score of 3.5 or better would be rewarded a percentage raise from the town. Let say the town gives that employee 2% raise, that officer would receive a one-time payment of 2% of their salary which would be \$1,290.12. The one-time payment is not an increase to the salary range.

RESPONSE #1:

Employees who typically cap out in their range tend to be longer-tenured employees or top performers. The Town agrees that to completely stop merit increases for employees who have capped out in their pay range may send an unintentional message that these individuals are undervalued and could seek employment elsewhere.

According to Section 1620.26 of the Equal Pay Act, a red circle rate describes individuals with certain unusual, higher than normal, wage rates. If the Town offers red circle rates, which is pay authorized above the maximum salary for a pay range, it is the recommendation that it be equivalent to the lump sum value of a pay for performance merit increase, excluding a Cost of Living Adjustment (COLA). In addition, the objective is to make this benefit available to all Town of Chino Valley employees. Choosing a one-time supplemental payment is less expensive to the organization as it does not have a cumulative effect on the budget, and the larger lump sum payment could be perceived as more valuable to some employees.

Red circle rates, for those employees capped out in their pay range, will be evaluated annually. If budget appropriate and approved by Town Council, these employees will be paid out in a lump-sum supplemental payment up to the equivalent value of that employee's merit increase. Their supplemental payment will be paid at the same time that annual merit increases are assigned.



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REQUEST #2:

Currently, detectives on standby/on call receive \$1.00 for each hour while they are on call. If the detective is not called out, this is 128 hours of on call pay per week. If a detective is called out, this amount of hours is reduced by the time the detective is working. This is currently non-comparative to other law enforcement agencies.

Prescott Police Department:

One (1) hour of paid overtime Monday through Friday, regardless of being called out to work.

Two (2) hours of paid overtime for Saturday and Sunday, regardless of being called out to work.

The cost would vary depending on the detectives current overtime pay.

Prescott Valley Police Department:

\$25.00 standby pay on days they work, regardless of being called out to work.

\$50.00 standby pay on days they are off, regardless of being called out to work.

This equates to \$250.00 per week of standby pay.

Yavapai County Sheriff's Office:

Currently detectives receive no compensation for standby pay. There is talk, within their agency, of a possible stipend to compensate this. However, detectives receive a 10% pay increase when assigned as a detective, versus our current 5%.

CVPOA is proposing a flat pay of \$250.00 per (7-day) week for standby pay, regardless of being called out to work.

This item was to be addressed last year, but due to the economic uncertainties of the pandemic, all requests were tabled. Also, it is our understanding that, at the time, there may have been policy issues with other departments within the town. Those issues have since been addressed and call out pay should be considered for review.

We look forward to working with you on these requests. We ask that a time be set in the future where we can sit down together and work through any issues that may arise. Please contact Vice President Dave McNally or Myself to schedule a time to meet and discuss the outcome. I apologize in advance for this reaching you so late, but was waiting to send this once you as the new town manager was established.



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RESPONSE #2:

The Stand-by Compensation Policy was last approved by Town Council on June 14, 2016, for \$1.00 for every standby hour excluding regularly scheduled shifts and call out pay.

After conducting an Arizona-wide survey of other like entities, and receiving 15 responses, the Town agrees that a Town-wide standby pay increase is appropriate.

It is the recommendation of the Town to increase every standby hour excluding regularly scheduled shifts and call out pay from \$1.00 to \$2.00. The CVPOA requested \$250/week, which is equivalent to our recommendation. (7 days per week x 24 hours per day = 168 hours per week – 40 hour workweek = 128 hours on call x \$2 = up \$256 on-call per week). The reasoning behind the Town's alternate standby recommendation is for ease of administration for all eligible Town Departments and employees.

Attached is the updated Town of Chino Valley Personnel Policy and Administrative Guideline Manual – Standby Compensation Policy for Non-Exempt Employees.

Sincerely,

Laura Kyriakakis

Laura Kyriakakis,
Human Resources Director

AMENDMENT NUMBER 5
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF CHINO VALLEY, ARIZONA
AND
CHINO VALLEY POLICE OFFICERS ASSOCIATION

This Fifth Amendment to the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officers Association is made and entered into this 11th day of May 2021, with an Effective Date of July 1, 2021, by and between the Town of Chino Valley, a municipal corporation of the State of Arizona ("Town") and Chino Valley Police Officers Association, a chartered non-profit labor organization ("CVPOA"). Town and CVPOA are collectively referred to herein as the "Parties."

I. RECITALS

A. The Parties entered into a Memorandum of Understanding effective July 8, 2010 (the "MOU") through the first regular pay period in July 2011 and continuing in effect year-by-year unless one of the Parties notifies the other in writing no later than November 1 of its request to meet and confer regarding a new Memorandum.

B. Pursuant to the MOU, Town recognized CVPOA as its law enforcement employee group with whom it shall meet and confer per Town Code Section 33.07.

C. Neither Party has provided a written request to meet and confer regarding a new Memorandum.

D. On December 11, 2012, the Parties entered into Amendment Number 1 to the MOU, amending Article 4, Section 4-1: Hours of Work/Working Conditions; Work Schedules.

E. On February 26, 2013, the Parties entered into Amendment Number 2 to the MOU, also amending Article 4, Section 4-1: Hours of Work/Working Conditions; Work Schedules.

F. On April 28, 2015, the Parties entered into Amendment Number 3 to the MOU, amending Article 3: Compensation/Wages, Section 3-1: Wages; Article 4, Section 4-1: Hours of Work/Working Conditions; Work Schedules, and Article 5: Benefits, Section 5-1: Holidays and Vacation Leave and Section 5-3: Uniform, Clothing and Equipment Allowance.

G. On April 26, 2016, the Parties entered into Amendment Number 4 to the MOU, amending Article 3: Compensation/Wages, Section 3-1-A: Regular Wages; Section 3-1-B: Training Pay; and Section 3-1-C: Investigator Pay.

H. The Parties have since met and conferred per Town Code Section 33.07 and MOU Section 6-2, at which time the Parties discussed specific points and outcomes. The Parties desire to amend the MOU to reflect specific agreed-upon outcomes.

II. AGREEMENTS

Now, therefore, in consideration of the agreements and promises hereinafter set forth and those set forth in the MOU, the Parties agree to amend the MOU as follows:

Article 3: Compensation/Wages, Section 3-1: Wages shall be amended to read as follows (deletions shown in ~~strike through~~; additions shown in ALL CAPS):

Section 3-1: Wages

- A. Regular Wages. All sworn officers and employees covered by this MOU shall receive ~~compensation in the same amount as received during fiscal year 2015-2016, except that the Town may, without prior written notice, provide members of the Association with a cost of living adjustment of up to 12% and merit increases of between .5 and 1.5% during fiscal year 2016-2017. If this MOU is extended beyond fiscal year 2016-2017, compensation for Association members shall continue at the level established in 2016-2017 unless the Town, in its sole discretion, decides to increase the rate of pay.~~ RED CIRCLE RATES, WHICH IS PAY AUTHORIZED ABOVE THE MAXIMUM SALARY FOR A PAY RANGE EQUIVALENT TO THE LUMP SUM VALUE OF A PAY FOR PERFORMANCE MERIT INCREASE, EXCLUDING A COST-OF-LIVING ADJUSTMENT (COLA). RED CIRCLE RATES FOR THOSE SWORN OFFICERS AND EMPLOYEES COVERED BY THIS MOU WHO HAVE CAPPED OUT THEIR PAY RANGE WILL BE EVALUATED ANNUALLY. SUBJECT TO BUDGET AND TOWN COUNCIL APPROVAL, TOWN WILL PAY SUCH SWORN OFFICERS AND EMPLOYEES IN A LUMP-SUM SUPPLEMENTAL PAYMENT UP TO THE EQUIVALENT VALUE OF THAT EMPLOYEE'S MERIT INCREASE. TOWN WILL PAY OUT THESE SUPPLEMENTAL PAYMENTS AT THE SAME TIME TOWN ASSIGNS ANNUAL MERIT INCREASES.
- B. Training Pay: Field Training Officers (FTOs) will receive an additional five percent (5%) of their regular rate of pay for every day they are assigned to an officially authorized field training position.
- C. Investigator Pay:
 - 1. Personnel assigned to the investigations division, or assigned to PANT as a narcotics detective, in a ~~full-time~~ FULL-TIME capacity will receive an additional five percent (5%) of their regular rate of pay for every day they are assigned to an officially authorized Detective position.
 - 2. Stand-By-STANDBY Pay for Detectives: Detectives shall receive ~~Stand-By~~ STANDBY Pay at the HOURLY rate of ~~\$1.00-\$2.00-per~~ FOR every hour TOWN REQUIRES THEM TO ~~they are required by the town to~~ be on ~~Stand-By~~ STANDBY status, as set forth in guidelines and policies established by ~~the town~~ TOWN for THE administration of ~~Stand-By~~ STANDBY Pay.

Except as amended above, all other terms and conditions of the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officer Association, effective July 1, 2010, as previously amended by Amendments 1, 2, 3, and 4, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment to the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officer Association, effective July 1, 2010, as previously amended by Amendments 1, 2, 3, and 4, which shall become effective as of July 1, 2021.

THE TOWN OF CHINO VALLEY

CVPOA Representative

By:

By:

Jack W. Miller, Mayor

Printed Name, Title

ATTEST:

Erin N. Deskins, Town Clerk

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STAND-BY COMPENSATION POLICY: NON-EXEMPT EMPLOYEES

I. Purpose:

To provide guidelines to administer the Stand-By Compensation Policy for eligible non-exempt employees to receive payment for being available, at the request of the Town, to respond to call out duties after regularly-scheduled work hours, on weekends, and holidays. Stand-by pay is compensation for employees who are assigned stand-by duty to respond to situations outside of their scheduled work hours. Stand-by assignments will be made at the discretion of the Department Head or designee.

II. Scope:

This program applies to eligible non-exempt employees of the Town of Chino Valley. Eligible non-exempt employees are, specifically, non-exempt employees of the Town's Utility Department, non-exempt Detectives of the Police Department and other Departments/Divisions, based upon the needs of the Town, subject to budgetary consideration.

III. Policy and Guidelines:

- A. An eligible non-exempt employee will receive compensation for scheduled stand-by hours excluding regularly scheduled shifts.
- B. The rate of pay will be \$2.00 per hour.
- C. An employee who has been assigned to stand-by duty must be available for recall for the entire period for which the employee is being compensated. Being available for recall is defined as:
 - a. Being available to respond in a reasonable amount of time; this is defined by each department based on departmental circumstances. A supervisor shall communicate to an employee who has been assigned to stand-by duty the reasonable response time.
 - b. During the time an employee is on assigned stand-by duty, that employee shall not consume substances (including but not limited to alcohol and drugs) that may in any way impair his or her job performance.
 - c. An employee on stand-by time shall engage in such activities and remain in close proximity to the Town so that the employee is able to promptly, effectively and safely perform the duties that would normally be performed if the employee were on regular duty.

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- D. Supervisors of employees with stand-by duty shall maintain a rotation list of employees to be assigned stand-by duty but, in the discretion of the Department Head, may consider personal needs of individual employees such as scheduled vacations and other personal matters, as well as the needs of the Department and the Town as a whole.
- E. If an employee is physically recalled to work while on stand-by time, the employee shall be paid for a minimum of two hours per call out, at a rate of time and one half, and if the call out is more than two hours the employee will be paid for the actual amount of time of the call out, at a rate of time and one half. An employee will not be paid stand-by pay for the hours actually worked.
- F. Failure to respond to recall or reporting to work unfit for duty while on stand-by duty may result in disciplinary action.
- G. An employee who is on stand-by duty and who is not available when called shall lose stand-by pay for that stand-by period and may be subject to disciplinary action.
- H. Stand-by time does not include situations where an entire work group is placed on notice that pending weather conditions or comparable situations may necessitate being called back to work.
- I. Each hour of stand-by time shall be reported as such on the payroll timesheet and not as regular work hours for purposes of calculating rate of pay. If an employee is physically recalled back to work, those hours shall be reported as special on-call hours, on the payroll timesheet, for purposes of calculating rate of pay.
- J. Stand-by duty may not be used for the sole purpose of increasing an employee's pay or time-off from work.
- K. Stand-by pay cannot be converted to compensatory time.
- L. The supervisor shall only designate an employee for stand-by duty when the employee is sufficiently familiar with operational guidelines and procedures necessary to operate safely within the environment with which the employee will be exposed.